

**From:** Mark and Connie  
**To:** Microsoft ATR  
**Date:** 1/23/02 10:53am  
**Subject:** Microsoft Settlement comment

Greetings,

I am dissappointed that your court has not adopted a structural remedy in the Microsoft case, which I believe is the only long term solution to adresssing Microsofts past, and sure to be future abuses.

I have personally been affected by Microsofts actions. Previous laptop computer purchases have forced me to purchase Microsoft operating systems with the systems, which I neither want nor need.

Typically, Microsoft operating systems installed with new PC's are "tied" to the BIOS, making it impossible to sell the unwanted operating system to recoup my additional costs. In addition, Microsofts EULA prohibits secondary license transfers of unwanted operating systems that users are forced to purchase.

Last year I purchased an intel server from the second largest intel computer vendor, which "builds to order", with the intention of running a custom written security application on OpenBSD. I requested a machine without a Microsoft operating system license to lower the cost, as normally the systems were preloaded with Windows 2000 and IIS. I was told that my only option was to have it loaded with Linux, at an extra cost of \$1,000 over the cost of the system with Windows 2000! I found it incredible that by eliminating a Microsoft server license, and replacing it with something free, would raise the cost by \$1,000. I was told that the extra cost was due to the extra "integration costs" of linux. Since I had no intention of running Linux on the system anyway, and intended on running OpenBSD, I insisted that it be shipped with no operating system for a cost less than the Windows 2000 preload. I was told that their agreement with Microsoft prohibited sending any system without a Microsoft operatnig system, for less than the cost of a Microsoft preloaded system.

In addition, Microsoft also currently is limiting computer makers from installing other operating systems in "dual boot" configurations, due to restrictions on the boot loader. This effectively removes customer choice, and insures further customer "lock in". I realize your language tries to adress this practice, but without an enforcement mechanism with more power, vendors will simply cave in to Microsoft demands. Your proposed pricing and technical disclosure language is riddled with loopholes which will accomplish nothing to address future abuse by Microsoft.

Thank you for your consideration